

Northwood-Kensett CSD/EA

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PUBLIC EMPLOYMENT RELATIONS BOARD
STATE OF IOWA

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PUBLIC EMPLOYMENT
RELATIONS BOARD

In the Matter of the Impasse Arbitration between

**NORTHWOOD-KENSETT COMMUNITY SCHOOL
DISTRICT**

and

**NORTHWOOD-KENSETT EDUCATION
ASSOCIATION.**

BEFORE

Lisa Salkovitz Kohn

IMPARTIAL ARBITRATOR

Hearing Held: April 11, 2002

Award Issued: April 30, 2002

For the District: Arnold Snook, Superintendent

For the Association: Joann Mackin, UniServ Director, ISEA
Betty Fuller, ISEA

ARBITRATION AWARD

I. INTRODUCTION

This is a impasse arbitration held pursuant to Section 20.22 of the Iowa Public Employment Relations Act. The parties have reached impasse on three issues: wages, health insurance contribution, and Article IX, "Teacher hours, Load, and Holidays." The undersigned Arbitrator was duly selected pursuant to the Act and the procedures of the Iowa Public Employment Relations Board. At the hearing, the parties elected to proceed with a single arbitrator and waived their rights to a tripartite panel permitted by the Act. At the hearing, held April 11, 2002 at the Northwood-Kensett Elementary School, Northwood, IA, the parties stipulated that there were no objections to the arbitrator's jurisdiction or authority to issue a binding and final award, and agreed at the close of the hearing that the Arbitrator's Award would be due on or before May 1, 2002. An electronic recording of the proceedings was made by the Arbitrator. At the hearing, both parties were given the opportunity to present such evidence and argument as they desired, including an examination and cross-examination of all witnesses.¹

In evaluating the parties' final offers on each impasse item, paragraph 9 of section 20.22 requires the arbitrator to consider, "in addition to any other relevant factors":

- a. Past collective bargaining contracts between the parties including the bargaining that led the up to such contracts.

¹For ease of reference, it should be noted that the current collective bargaining agreement is Joint Exhibit 1. The Association presented Association Exhibits 1 through 59, and the School District presented Exhibits FH-1 through FH-9(1), Comp-1 through Comp-13, NC-1 through NC-6, AEA-1 and AEA-2, and B-1 through B-12. Association Exhibits are referred to as "A.Ex." and School District Exhibits are referred to as "D.Ex."

b. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.

c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on normal standard of services.

d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

These statutory factors, as well as other relevant factors discussed below, have been considered by the Arbitrator in determining which of the offers on each item is most reasonable. In reaching her decision, the Arbitrator has considered all evidence and argument offered at the hearing, even if that evidence and argument is not specifically mentioned or discussed herein.

II. FACTUAL BACKGROUND AND ISSUES

The Northwood-Kensett Community School District is located in north central Iowa. The Northwood-Kensett Education Association is the certified employee organization for the District's professional employees. The District's certified enrollment for the 2001-02 school year is 547.5 students. It employs 47.0 FTE teachers represented by the Association, including Special Education and Title I staff.

The District and the Association have negotiated collective bargaining agreements for the school years from 1977-78 through 2001-02. Only once did they use the services of a fact-finder. This is the first impasse arbitration between the parties.

The parties have negotiated to impasse in three areas: wages, health insurance,

and modifications to Article IX, on hours of work and teaching load. The Association is seeking an increase to the base salary of \$ 203, without changing the indexing within the current salary structure. The Board proposes no increase to the base salary, but instead a flat one-time salary increase of \$425 for each teacher entitled to a step increase and/or lane change in the current structure, and an increase of \$300 for each teacher who already has reached the top step of his or her "lane."² With respect to the Board's contribution for health insurance, the Association proposes an increase of \$ 29 in the monthly cap on the Board's contribution to single or family health insurance coverage, currently \$411 (including \$9.75 to fund a wellness program). The Board proposes to decrease its maximum contribution for single coverage to \$370, and for family coverage to \$402, specifying that none of that amount will be credited toward the cost of the wellness program. The parties' proposed modifications to Article IX, "Teachers Hours, Load and Holidays," are set forth in the discussion of the issue below.

III. BARGAINING HISTORY

The bargaining history of Article IX is discussed below in the analysis of the issue itself. With respect to salary, the parties' current salary structure is an indexed grid, in which each vertical step represents a 4% increase, while the lanes (BA+15, BA+25, MA, MA+15) represent increases of 3%, 4%, 5%, and 4% respectively. Except for the addition of a step 14 for all lane except the BA lane, this has been the salary structure since parties

²The Association has filed a Prohibited Practice Complaint with Iowa PERB which, among other things, challenges the District's final offer with respect to wages. However, as noted at the hearing and recognized by both parties, the issues raised in that Complaint lie outside the jurisdiction and authority of the Arbitrator, and are not considered or addressed herein.

first negotiated an agreement for the 1977-1978 school year. The base is now \$22,797.

The previously-negotiated increases were:

Year	Base	Increase
1977-78	\$9,200.00	
1978-79	\$9,575.00	375
1979-80	\$10,075.00	500
1980-81	\$11,050.00	975
1981-82	\$11,650.00	600
1982-83	\$12,250.00	600
1983-84	\$12,750.00	500
1984-85	\$13,150.00	400
1985-86	\$13,650.00	500
1986-87	\$14,150.00	500
1987-88	\$14,800.00	650
1988-89	\$15,375.00	575
1989-90	\$16,000.00	625
1990-91	\$16,800.00	800
1991-92	\$17,300.00	500 (plus new step)
1992-93	\$17,900.00	600
1993-94	\$18,250.00	350
1994-95	\$18,675.00	425
1995-96	\$19,375.00	700
1996-97	\$20,125.00	750
1997-98	\$20,740.00	615
1998-99	\$21,390.00	650
1999-00	\$21,828.00	438
2000-01	\$22,132.00	304
2001-02	\$22,797.00	665

Thus over the past five years the parties have agreed to increase the base an average of \$534 each year.

With respect to health insurance, the parties have, since at least the 1989-1990 school year, negotiated a maximum monthly contribution to be made by the District for either single or family insurance coverage:

YEAR	District contribution	Increase
1989-90	115	
1990-91	155	40
1991-92	175	20
1992-93	200	25
1993-94	225	25
1994-95	225	0
1995-96	236	11
1996-97	254	18
1997-98	284	30
1998-99	325	41
1999-00	351	26
2000-01	395	44
2001-02	411	16

Thus, over the past twelve contract negotiations, the parties have negotiated an average annual increase in the District's contribution of roughly \$25 per month; within the past five years the negotiated increases have averaged approximately \$31 per month. As far as this record indicates, this benefit has always been in the form of the same maximum payment made either for single or family coverage. During the past five years, the District's contribution has been sufficient to cover the premium for single coverage; the employee's portion of the premium for family coverage has increased steadily from \$308.58 in 1997-98 to \$502.19 in 2001-02.

IV. COMPARABILITY

The parties have not agreed on the appropriate comparability group. The Association proposes a group of 16 school districts, the schools in the North Iowa Athletic Conference, in which the District currently competes (Belmond-Klemme, Forest City, Garner-Hayfield, Lake Mills, North Iowa, Osage, and West Hancock), together with those in the Corn Bowl Athletic Conference, to which it will transfer beginning with the 2002-2003 school year (Greene, Nashua-Plainfield, Nora Springs-Rock Falls, North Central, Riceville, Rockwell-Swaledale, Rudd-Rockford-Marble Rock, Sheffield-Chapin, and St. Ansgar). Athletic conferences are one source of comparable communities commonly cited in Iowa school district-teachers' association impasse proceedings, as a source of communities in the same general geographic area of roughly the same size.

The School District proposes as comparables a "ten-up/ten-down" grouping (the ten districts immediately larger and smaller in enrollment than the target district, regardless of their location or characteristics other than enrollment): Akron-Westfield, Boyden-Hull, Edgewood-Colesburg, Collins-Maxwell, Montezuma, Boyer Valley, North Central, East Union, Earlham, Rockwell City-Lytton, [Northwood-Kensett], Van Meter, Coon Rapids-Bayard, Calamus-Wheatland, Rock Valley, Hubbard-Radcliffe, Treynor, Woodbine, Eastern Allamakee, Guttenburg, and North Tama. (The only district common to both lists is North Central, which is adjacent to Northwood-Kensett.)³ The ten-up/ten-down grouping also is offered as a comparison group in impasse proceedings, on the theory that school districts serving student populations of similar size are likely to have similar needs and concerns,

³Tables listing the certified enrollments in the districts in each comparison group are attached to this Award as Attachment A (the Association's Comparison Group) and Attachment B (the District's Comparison Group.).

and receive similar per-pupil regular program budget funding from the State.

However, in this case, the ten-up/ten-down group offers little useful guidance in considering the comparisons mandated by Section 20.22 of the Iowa Code. The twenty school districts are scattered along over the State, from Treynor in the southwest corner to Eastern Allamakee in the far northeast, Akron-Westfield in the west, to Calamus-Wheatland in the east. Of this group, only North Central is in north central Iowa, and none but North Central appear to be within 100 miles of Northwood, with the majority at least 150 miles away. Although these districts may receive roughly similar amounts of per-student funds from the State, there is little evidence that they share economic, demographic or other relevant circumstances that would render them comparable to Northwood-Kensett.⁴

In contrast, while the districts in the two athletic conferences range in enrollment from Forest City, with 1413.2 students, down to Sheffield-Chapin, with only 353.3, their geographic proximity represents an overlapping market for employees, and shared circumstances influencing the financial wherewithal for the districts and the communities they serve. Therefore the athletic conferences offer a more appropriate comparison. In fact, the Association was well-advised to include the District's future as well as its present conference, for Northwood-Kensett's enrollment of 547.5 is only 63% of the average enrollment of the rest of the North Iowa Athletic Conference, 882.6. It is much closer to the Corn Bowl average of 543.4. Northwood-Kensett's enrollment is slightly under 80% of the average, considering both conferences together.

⁴ In fact, the District devoted much of its presentation at the hearing to detailed comparisons within the Corn Bowl Athletic Conference, in addition to its proposed ten-up/ten-down comparison group.

IV. FINANCES

The District has made its financial condition a central issue of this arbitration. The District contends that it has critical financial problems, exemplified by the fact that it has experienced four consecutive years of “negative unspent balances,” which render its proposals more reasonable and appropriate than the Association’s. The District notes that it has no “allowable growth” this year, like many districts in Iowa this year, and cites the following history of its unspent balances from 1991-92 through 2001-02:

Fiscal Year	Unspent Balance	Fiscal Year	Unspent Balance	Fiscal Year	Unspent Balance
1991-92	\$ 459,493.00	1995-96	\$ 285,320.00	1999-00	-\$ 300,567.00
1992-93	416,410.00	1996-97	225,097.00	2000-01	-193,293.00
1993-94	351,345.00	1997-98	38,715.00	2001-02	-15,298.00
1994-95	340,458.00	1998-99	-95,817.00		

The District also projects that there will be a negative unspent balance at the end of FY 2002, and asserts that the administration is intent on minimizing and ultimately eliminating its negative unspent balance.⁵

According to statistics from the Illinois Association of School Boards, since FY 1991, only five other school districts have had negative unspent balances for four or more years: Little Rock (4), North Cedar (5), Shenandoah (4), Solon (4), Tripoli (5).⁶ In fact, during that

⁵The District contends that the “superintendent and school board could be charged with a misdemeanor for misuse of public funds.” However, the District cites no legal authority or statutory basis for the claim that mere maintenance of a negative unspent balance constitutes a criminal misdemeanor under Iowa law, nor any example of such charges being lodged nor prosecuted to conviction. While the operation of a school district with a negative unspent balance may violate Iowa statute, that is a far cry from committing a crime, and such hyperbole without proper legal support is not appropriate in this forum.

⁶The District also cites the experience of the Hedrick CSD, which was annexed by another school district in the mid-90’s after several years of negative unspent balances. However, it appears from the record that Hedrick’s negative unspent balances steadily and drastically increased over several years, in contrast to Northwood-Kensett’s record of decreasing negative unspent balances over the past three years. Hedrick

period, a total of at least 66 districts, or roughly 20% of the school districts in Iowa, have experienced a negative unspent balance in at least one fiscal year.⁷ According to the District, Iowa school districts overall have enjoyed “good times” over the past four years, with cumulative unspent balances gradually increasing, while Northwood-Kensett has had negative unspent balances every year.

However, there is a fundamental error in the District’s premises: As the Association observes, and the District does not dispute, the District has calculated this year’s unspent balance by deducting the 4.3% shortfall in state aid from its Maximum Authorized Budget. However, the state aid shortfall did not reduce the District’s spending authority. The District has the option of making up that shortfall from other sources; it need not result in a reduction of its unspent balance. If the accounting correction is made, then the District’s projections show a positive unspent balance at the end of FY 2001-02. According to the Association’s recalculation, that positive unspent balance will be \$48,722. The Association estimates that the District’s 2002-03 positive unspent balance will be even greater. Although the Association’s figures and assumptions are themselves somewhat overstated, they nonetheless demonstrate that the District’s financial picture is not as dire as the District represents.

Nonetheless, according to data from the Iowa Department of Management, the

also had certified enrollment of only 232 students. These facts distinguish Hedrick’s circumstances and fate from Northwood-Kensett’s. Although the District speculates, there is no evidence on this record that its negative unspent balances caused Hedrick’s annexation. More important, while the District raises this specter, there is no evidence that Northwood-Kensett faces, or even should face, annexation. Again, such speculation is not helpful in resolving the impasse issues presented.

⁷The raw data of unspent balances since FY1991 omits Hedrick CSD, apparently because it did not exist throughout the full 11 years. It is unknown whether other school districts with negative unspent balances have been omitted from this data for the same reason.

District's estimated 2000-2001 unspent balance lags substantially behind the record of the comparable communities:

School District	2000-2001 Unspent Balance (Est.)
Belmond-Klemme	904,419
Forest City	717,883
Garner-Hayfield	660,550
Lake Mills	624,654
North Iowa	1,202,977
Osage	564,938
West Hancock	537,548
Greene	859,740
Nashua-Plainfield	514,095
Nora Springs-Rock Falls	564,970
North Central	325,427
Riceville	379,232
Rockwell-Swaledale	636,227
Rudd-Rockford-MR	631,993
Sheffield-Chapin	65,245
St. Ansgar	362,438
AVERAGE	573,343
Northwood-Kensett	(-15,298 per Dist.; 48,722 per Assn.)

However, the District has and has had various discretionary means of avoiding or reducing its negative unspent balances over the years. For example, the District could have sought additional spending authority from the SBRC to offset negative unspent balances when they first arose, rather than waiting until the 2000-01 budget process, by which time the problem had persisted for several years. Other resources are and have been available to increase cash reserves, improve cash flow, and offset the negative

unspent balance. Thus the District's financial circumstances are reflect a broad range of management decisions and spending practices over a number of years.

The School District notes that it has taken steps intended to reduce the negative unspent balances. For FY 2000-01, the District Board of Directors adopted the Instructional Support Levy, after a negative unspent balance of \$ 300,567 in 1999-00. That levy has brought in an additional \$226,000 to \$232,000 annually in the years since then. The State also "forgave" the negative unspent balance of \$193,293 from 2000-01. At the same time, however, the District levied no cash reserve for 1999-2000, and after a cash reserve levy of \$100, 000 for 2000-01, reduced the levy to \$50,000 for 2001-02. As of 2001-02, the District's total tax rate is \$14.00 per thousand dollars of assessed valuation, compared to a statewide average of \$13.72.⁸ According to the Association, the District is now in the process of increasing the cash reserve levy to \$65,000 for 2002-03.

In addition, the District has announced that it will eliminate at least seven FTE's as a result of declining enrollment, and has already sent out notices to effectuate the reduction of 7.5 FTEs, the reduction of several extended contracts and the elimination of several supplemental pay assignments. Based on the current contract, these reductions will result in savings to the District of roughly \$306,000.⁹ At some unspecified time in the past, the

⁸The Arbitrator notes the District's evidence that its funding issues are exacerbated by a high proportion of TIF property, 18.7% of the District's total valuation. Although the District ranks sixth in the state in TIF valuation per pupil in 2000-01, there is no evidence concerning the proportion of TIF property to total valuation, nor even the total tax rates, in the comparable communities so it is impossible to determine the relative impact of the TIF property on the District's finances.

⁹Under the Association's proposal for 2002-03, the savings would be \$316,655. The District calculates that under its proposal for 2002-03, the savings would be \$303,493. It is significant to note that, primarily because of the proposed change in its insurance costs, the District, had it chosen to retain these employees, extended contracts and supplemental assignment, would have spent approximately \$3000 less next year for those services than it spent this year.

District reduced the size of its janitorial staff, and did not add to that staff when the new school opened, increasing the square footage for which that staff is responsible. The District has also cut bus routes and an unspecified number of transportation staff.

V. THE ISSUES

1. Base Salary

The Association proposes to increase the base salary by \$ 203 to \$23,000, without making any other changes to the salary schedule. The Board proposes no increase to the base salary or change in the indexing on wage schedule, but instead a separate flat one-time salary increase of \$425 for each teacher entitled to a step increase and/or lane change in the current structure, and an increase of \$300 for each teacher who already has reached the top step of his or her "lane."

Within the comparison group (the two athletic conferences), the District's current BA starting salary (including Phase I and Phase II) is 1.4% below average, but the MA starting salary and the maximum salary in the BA and MA lanes (excluding longevity pay) are above average, by 0.5%, 5.1% and 3.3% respectively. In general, over the past five years, the District has been closer to average at the lowest end of the lane, but has exceeded the average by greater amounts in the higher lanes and at higher steps. In other words, the District's indexing has served to award both longevity and advanced degrees and education more heavily than average within the two athletic conferences. Indeed, much of the District's expenditures on salaries can be explained by the fact that 21 teachers, or almost 45% of the unit, have reached the top step of their lane, and 6 of these are in the top step of their MA or MA+15 lane.

With the current workforce, using the standard costing procedures adopted by the ISEA and IASB for costing agreements, the Associations's proposal represents an increase of 2.32%, including FICA/IPERS. Using the same assumptions, the District's proposal represents an increase of 1.01%.¹⁰ At the time of the hearing, settlements from other districts in the comparison group were:

District	BA Base	Base Increase	Total pkg. Increase	Reg. Prog. Inc.
Belmond-Klemme			NA	
Forest City	24,500	1,500	3.00%	0.47%
Garner-Hayfield			3.70%	0.03%
Lake Mills	23,280	610	4.7%	0.00%
North Iowa	24,050	650	3.81%	0.01%
Osage			NA	
West Hancock			NA	
Greene			NA	
Nashua-Plainfield			NA	
Nora Springs-RF	21,575	225	3.92%	0.00%
North Central	21,710	410	4.29% (2d of 2-yr agt.)	0.00%
Riceville			NA	
Rockwell-Swaledale			NA	
Rudd-Rockford-MR			NA	
Sheffield-Chapin	21,500	500	5.22%	1.02 %
St. Ansgar	29,276	426	2.60%	0.00%
AVERAGE	23,699	617	3.91%	0.00%

The average total package increase in the comparison group, 3.91%, exceeds the increase

¹⁰These assumptions exclude step advances and lane changes, and assume that all current employees will return the following year. Thus, the IASB/ISEA standard costing does not take into account the FTE, extended contract and supplemental pay assignment reductions already announced by the District for next year.

that would result from any combination of the parties' wage and health insurance offers: The most costly combination, using the Association's wage and health insurance proposals, represents an increase, using standard IASB/ISEA costing, of 3.45%.

More important, however, is that the District's proposal represents a stark departure from the jointly-negotiated compensation philosophy of the past 25 years – an indexed salary schedule that rewards longevity and advanced education in established proportions. The District's flat increases are less than any step or lane increment in the current structure. It appears from the reference in the District's proposal that the District intends for these increases to result in a "modified salary schedule."¹¹ However, no single unified schedule will be able to reflect all teachers' salaries. Thus, a BA teacher moving up to Step 3, but also moving over to the BA+15 lane would make, in BA+15, Step3, a salary of \$23,709 + \$425 (step change) + \$425 (lane change), or \$24,564, while a teacher already in the BA+15 lane moving from Step 2 to Step 3 would have a new salary of \$24,420 + \$425 (step change), or \$24,845. Flat across-the-board increases are of course one possible wage settlement. However, where the flat increases represent so drastic an alteration in the salary structure, that change is best made as the result of voluntary agreement after collective bargaining between the parties, rather than imposed by an outside neutral.

Such a proposed alteration might even be found by the neutral to be a reasonable offer, if financial and other circumstances warranted. However, the District has failed to make this showing. As we have seen, the District's basic financial condition, while

¹¹The District's final offer refers to an "attached modified salary schedule," but the attachment is not a complete salary schedule, as the term is normally used, but merely an illustration from the current schedule of how to calculate an employee's new salary from his or her current placement on the schedule.

somewhat straitened, is not dire. The history and continuation of negative unspent balances present a problem for the District, although not for the reasons nor to the extent indicated by some of the District's more hyperbolic claims. While there will be no "allowable growth" for the District this year, this is true of much of the state, but within the athletic conferences, the total package increases at the time of the hearing were averaged 3.91%, despite an average allowable growth of only 0.19%.

Overall, the District's financial condition does not appear to warrant as drastic a remedy as the District proposes. Although the District has made salient points concerning the degree to which the salary structure favors longer-tenured, more educated teachers, that structure is the result of 25 consistent years of negotiation between the parties, and is not grossly out of line with the comparison group. Even the Association's proposal would not significantly alter the District's ranking among those comparables.

Moreover, while the District expended much effort to suggest that the teachers have been enjoying comparatively rich salaries at the expense of administrative and support staff, the District's evidence is unpersuasive. For example, the District cites data on salaries as a percent of "Total Expenditures" from the "General Fund" in 1999-2000, to show that its expenditures on administrator salaries are in line with state-wide figures, while the District's teachers' salaries are 4.5% above state practice. However, the District's comparison is not with the statewide "average" (the arithmetic mean), but the statewide "median." In fact, the District's salary expenditures for administrators also exceed the statewide average. (D.Ex. AEA-1) More important, such statewide comparisons are of limited value here; the Iowa Code requires that the arbitrator consider factors "peculiar to

the area” in making such comparisons.¹²

Even in comparing administrative costs among districts within the Corn Bowl Athletic Conference, the District picks and chooses among the salaries it compares, omitting the North Central entirely, because its superintendent and principal costs are so low. (D. Ex. CB-2.) Such cherry-picked comparisons are not sufficient to support a decision under Section 20.22. In fact, if North Central is included, then Northwood-Kensett’s expenditures on superintendent and principal salaries are only 2.3% less than the conference-wide average of \$ 191,656, not the 4.41% figure cited by the District.¹³

The District’s comparison of FY 2001 total administrative personnel costs in North Central and Northwood-Kensett (D.Ex. CB-3) appears incomplete – it is completely unclear what the respective health insurance costs are for Northwood Kensett’s administrative employees, although such costs are included in the calculation for North Central staff, nor what is the basis for adding in “per diem” for the North Central counselors as an administrative costs, without reference to the cost of such services in Northwood-Kensett. Omitting the insurance costs, the inadequately explained costs for counselors, and

¹²The District has made similar errors in its use of the data in D. Ex. AEA-2. First, the District has compared itself to all districts in the AEA, without any evidence that this is an appropriate group for comparison. This comparison is both over- and under-inclusive. It includes many districts that are in neither the North Iowa nor the Corn Bowl Athletic Conference, nor in the District’s proposed comparison group. Nothing more is known on this record about several of these communities. The exhibit also omits comparable communities Nashua-Plainfield and Riceville. In fact, considering ONLY the communities listed on D. Ex. AEA-2 that are in either of the two athletic conferences, and looking at the average (arithmetic mean) rather than the median, the proportion of Northwood-Kensett’s general fund expenditures that go to salaries and employee benefits (for all employees, not just teachers), 73.73%, is not out of line with the average proportion of 75.86%.

¹³D.Exs. CB-2 and CB-3 contain a minor conflict as to what the District pays for superintendent and principal salaries. According to CB-2, the figure is \$ 187,310, but these salaries as broken down on CB-3 total only \$187, 301. It is impossible to determine which exhibit is correct. More disturbing is the discrepancy between D. Ex. CB-3 and D. Ex. CB-10. CB-3 lists only two secretaries employed by Northwood-Kensett, while CB-10 lists five in FY 2000, and four in FY 2001.

FICA/IPERS, which appears to have been included in the District's calculations only to the extent that North Central's salaries exceed Northwood-Kensett's, the ascertainable salary difference is only \$6988, or 3%, rather than the \$26,128, or 9.9%, asserted by the District ¹⁴

Finally, arbitrators often find that coupling so major a change with a countervailing inducement to the other party, a "quid pro quo" will render the proposal more reasonable. Such inducements need not be purely economic, depending on the needs and issues of the other party, but they serve to demonstrate that the change is so important to the proposer that the party is willing to make a concession in another area to achieve its goal. That did not happen here.

In contrast, the Association's proposed increase of \$203 to the base salary does in some measure reflect the District's financial circumstances, in that it is far less than the increases negotiated in previous years. In the absence of financial circumstances, comparative inequities either among the District's employees or with teachers in the comparison districts, compelling public interest, or a proffered quid pro quo, that would justify the changes sought by the District, I find that the Association's proposal on wages is the more reasonable final offer.

¹⁴The District's statistics comparing the salaries of board secretaries, school secretaries and custodians within the Corn Bowl Athletic Conference are of little probative value, other than to demonstrate where each district currently chooses to spend its money. While it is apparent that these Northwood-Kensett salaries have lagged behind those in other Corn Bowl districts, it is impossible to determine the reasons for these disparities, nor how long they have lasted. It is also unclear whether the administrative staff in any of these Districts has engaged in collective bargaining or not.

2. Health Insurance

The Association proposes that the District's contribution for single and family coverage be increased by \$ 29 to \$ 440. The Board proposes to reduce the maximum payment for single health coverage from \$411 to \$370, and to reduce the maximum payment for family health coverage from \$411 to \$402. Under the Board's proposal, none of this money would be used for the wellness program.

During the 2001-2002 school year, the District's maximum contribution has been greater than the premium for single coverage, so employees electing single coverage have had no insurance premium costs. However, employees have had to pay for family coverage a monthly contribution of \$ 295.48, \$ 398.93, or \$ 503.19, depending on the policy chosen. Four employees have been paying the highest rate, two have paid the middle rate, and eight have paid for the least expensive coverage. One employee has had no health insurance, and the rest have had single coverage. The District's total contribution for all employees under the current agreement will be \$213,240.

Based on employees' present insurance enrollments, the Association calculates that its proposal will increase the District's costs for insurance by \$28,982, or 13.6% of its current health contributions. Under the District's final offer, the District will pay \$ 3,624, or 1.7%, less for health insurance in 2002-03 than it did in 2001-2002. However, the Association also projects that premiums will increase as follows:

Type	'01-'02	Ee pays	'02-'03(%inc.)	Ee pays (% inc.) (Assn.)	Ee pays (% inc.) (District)	# Ees '01-02*
Single PPO Full	\$294.63	0	\$385.50 (30.8%)	0 (0)	\$ 15.50 (NA)	1
Single Comp 100	\$335.13	0	\$439.68 (31.2%)	0 (0)	\$ 69.68 (NA)	1
Single Full	\$379.54	0	\$499.10 (31.5%)	\$ 59.10 (NA)	\$129.10 (NA)	30
Family PPO	\$706.48	\$ 295.48	\$ 928.69 (31.5%)	\$ 488.69 (65.5%)	\$526.69 (78.3%)	8
Family Comp 100	\$806.93	\$ 395.93	\$1063.08 (31.7%)	\$ 623.08 (57.3%)	\$661.08 (70.0%)	2
Family Full	\$913.19	\$ 502.19	\$1205.26 (32%)	\$ 765.26 (52.4%)	\$803.26 (60.0%)	4

* one employee is not enrolled in any health insurance program

As a result, using the Association's 2001-02 salary and benefits information, employees' out-of-pocket premium payments as a group will increase by \$57,903, or 93.4 %, under the Association's proposal, and by \$91,872, or 148.2%, under the District's proposal. For fourteen teachers, the increase in their health insurance costs will exceed their salary increase, even under the Association's proposal. Under the District's proposal, only two teachers out of the entire staff will receive salary increases that exceed their increased premium costs; the rest will lose between \$1239 and \$ 3421.

Health insurance issues can be among the most difficult to analyze in an impasse proceeding. However, rather than considering the difference in benefits among comparable communities as well as the out-of-pocket costs imposed on the District, on the one hand, and the employees, on the other, the parties here have focused sole on the out-of-pocket costs. Within the athletic conference comparison groups, the corresponding contributions are:

North Iowa Athletic Conference 2001-02 Health Insurance Premiums

Single				Family			
Name	Dist. Pays	EE pays	Total	Dist. Pays	EE pays	Total	% Dist.
Bel-Klemme	\$257.76	\$0.00	\$257.76	\$317.00	\$455.21	\$772.21	41%
Forest City	\$284.61	\$0.00	\$284.61	\$380.00	\$383.04	\$763.04	50%
Garner-H'fld	\$313.30	\$0.00	\$313.30	\$587.80	\$195.93	\$783.73	75%
Lake Mills	\$250.00	\$5.21	\$255.21	\$250.00	\$469.69	\$719.69	35%
North Iowa	\$259.02	\$0.00	\$259.02	\$359.02	\$412.66	\$771.68	47%
Osage	\$255.25	\$0.00	\$255.25	\$485.25	\$212.00	\$697.25	70%
W. Hancock	\$327.33	\$0.00	\$327.33	\$385.00	\$416.90	\$801.90	48%
N-K	\$379.54	\$0.00	\$379.54	\$411.00	\$502.19	\$913.19	45%
AVG	\$278.18			\$394.87			52%
Difference	\$101.36			\$16.13			

Corn Bowl Athletic Conference 2001-02 Health Insurance Premiums

Single				Family			
Name	Dist. Pays	EE pays	Total	Dist. Pays	EE pays	Total	% Dist.
Greene	\$368.00	\$14.31	\$382.31	\$368.00	\$632.13	\$1,000.13	37%
Nashua-P'd	\$356.49	\$0.00	\$356.49	\$640.02	\$274.30	\$914.32	70%
Nora Springs	\$214.99	\$0.00	\$214.99	\$310.00	\$253.42	\$563.42	55%
North Central	\$304.23	\$0.00	\$304.23	\$387.45	\$387.45	\$774.90	50%
Riceville	\$301.36	\$0.00	\$301.36	\$511.10	\$102.84	\$653.94	84%
Rockwell-S'e	\$344.11	\$0.00	\$344.11	\$369.11	\$512.99	\$882.10	42%
Rudd-R-MR	\$309.86	\$0.00	\$309.86	\$380.00	\$248.87	\$628.87	60%
Sheffield-Ch'n	\$334.00	\$0.00	\$334.00	\$334.00	\$448.93	\$782.03	43%
St. Ansgar	\$317.72	\$0.00	\$317.72	\$608.50	\$144.50	\$753.00	81%
N-K	\$379.54	\$0.00	\$379.54	\$411.00	\$502.19	\$913.19	45%
AVG	\$316.75			\$438.69			58%
Difference	\$62.79			(\$27.69)			

Thus the District's contribution has been significantly above average this year for single coverage in both conferences, and closer to the average for family coverage. The District's proportion of the total family premium, for the middle policy, is less than average among the comparables.

These observations, particularly the increases to the total premiums for the coming year, suggest the parties' ultimate dilemma, one not limited to school districts and their employees, nor even to Iowa workplaces – the continuing spiral in medical costs. This can be a particularly severe problem for small workforces in rural areas. Many employers and unions, faced with such spiraling costs, have investigated and negotiated structural changes in benefits programs, but it is unclear what efforts these parties have made in this regard.

However, there is nothing from either the District's financial condition, the statistics of the comparison group nor any other factor suggested by the parties or listed in Chapter 20.22 (9) that would warrant a reduction in the District's overall contribution, in the face of the sizable increases in total premiums this year. Although the District's contribution is slightly above average, bringing it closer to average by this reduction would work too great a hardship on the bargaining unit. While the Association's proposal is not the only solution that a neutral might deem reasonable, under the circumstances here, it is more reasonable than the reduction proposed by the District.

Even under the Association's proposal, most teachers will face sizeable increases in their out-of-pocket health insurance costs. These increases should be sufficient to spur the parties to bring their best thinking to bear on ways to limit the rate at which both sides' costs are increasing.

The Association's proposal on health insurance, together with its wage proposal, will result in a total package increase of only 3.45%. This is well within the range of settlements so far in the comparable communities. In sum, for all of the reasons discussed, I find the Association's proposal on health insurance the more reasonable.

3. Article IX: Teacher Hours, Load and Holidays

Article IX of the 2001-2002 contract states:

- 9.1 Teaching Load -
 - A. Junior/Senior High School - The daily teaching load in the junior/senior high school shall provide one preparation period per day.
 - B. Elementary School - Each self-contained classroom teacher shall be provided an average of 45 minutes of preparation time per day per 6-day cycle, and each departmentalized classroom teacher shall be provided one preparation period per day.
 - C. Each teacher shall be provided a duty-free lunch period of at least twenty (20) minutes.
- 9.2 Holidays - The regular and extended contract of teachers shall include five (5) paid holidays. No teacher shall be required to perform duties on any of the holidays.

The District initially proposed major alterations in Article IX, changing the title of the article to "Teacher Hours, Duties and Holidays." Section 9.2 was to be unchanged, but the District proposed new Sections 9.1 and 9.3 :

- 9.1 Teaching Hours, Duty Free Lunch, Preparation Time
 - A. Teacher Hours: The employee's basic work day shall consist of eight (8) hours. The employee can sign up for either an early or late start schedule. Early start employees will begin at 7:35 a.m. and end at 3:35 p.m. Late start employees will begin at 8:00 a.m. and end at 4:00 p.m. The sign up period is for one semester. Early and late start changes may only be made at the beginning of each semester. Employees will sign up for early and late starts with their building principals. Building principals will be responsible for making sure employees are arriving and leaving on time. The building principal will report late arrivals to the superintendent on a quarterly basis. Employees involved in contracted after school activities, such as coaching must use the early schedule and begin their teaching day at 7:35 a.m. The hours for part time classroom teachers will be determined by the administration on an individual basis.

- B. Preparation time: Every certified full time classroom teacher shall, in addition to the twenty (20) minute duty-free lunch break, have 150 minutes per week during the student school day for preparation without any additional duties or meetings assigned during that time. Preparation time for part time classroom teachers will be determined by the administration on an individual basis. Unless, the teacher is needed to fulfill a duty as stated in section 9.3 of this article - DUTIES.

[9.2 as in 2001-2002 contract]

- 9.3 Duties - It is recognized that the employee's professional day extends beyond student contact hours in the classroom. Within the employee's professional day, such responsibilities as additional planning and evaluation, faculty and committee meetings, parent conferences, additional professional education and other professional responsibilities will occur within the Northwood-Kensett CSD. Therefore, the administration has the right to assign duties to their employees during the work day in order to help increase the effectiveness of Northwood-Kensett CSD's total educational and organizational system.

The Association initially made no proposal to change Article IX, but in response to the District's proposal, made a counterproposal, and included in its final offer for arbitration the following:

9.1 Teaching Load –

- A. Elementary and Junior/Senior High School – Each classroom teacher shall be provided an average of forty-five (45) minutes of break time per day per 6-day cycle.
- B. Each teacher shall be provided a duty-free lunch period of at least twenty (20) minutes.

[9.2 as in 2001-2002 contract]

- 9.3 Hours – The workday starts at 8:10 and ends at 4:00 p.m. Exceptions will be made for faculty meetings and for coaching assignments either immediately before or after school. On Fridays, on days preceding vacations, on days in which students are dismissed early due to weather conditions, and on days when teachers are required to perform evening duties, the teacher's day shall end ten (10) minutes after the close of the students' day. Before leaving early or arriving late, the teacher must notify the principal so that proper arrangements can be made to supervise the teacher's classes or special groups.

At the outset, it should be noted that the dispute over proposed changes to Article IX represents a single impasse issue. At the hearing, the parties agreed that there were presenting three impasse issues, and that they were wages, insurance, and the Article IX

changes. Thus, the Arbitrator must look at the proposed changes to Article IX as a whole.

The bargaining history on Article IX is limited. There have been very few changes in the language since the initial contract in 1977-78. The first contract provided Junior and Senior High School teachers with 1 preparation period per day, and Elementary teachers with an average of 45 minutes per day in a 6-day cycle, with exceptions for hall duty and taking students to and from lunch. In 1979-80, the parties added five vacation days to the agreement. In 1983-84, they added a duty-free lunch of at least 20 minutes. Otherwise, the Article was unchanged except to reflect the change from Junior High to Middle School and back, the addition and elimination of references to West Elementary, and the change of "vacation" to "paid holidays." The 2001-2002 Northwood-Kensett Faculty Handbook states:

Hours for Teachers

The normal work day shall begin at 8:10 a.m. and end at 4:00 p.m. On Fridays and the day before holidays or vacations, teachers may leave fifteen minutes after student dismissal time. Any deviation from these hours must have the advance approval of the building principal, if at all possible. Teachers will be expected to be in attendance at various meetings, conferences and staffings starting prior to 8:10 a.m. and lasting after 4:00 p.m. If requested, teachers are asked to complete the log in the principal's office listing name, reason for deviation from regular hours, date and amount of time that the person arrived after 8:10 a.m., left before designated time or was gone during the school day.

The District contends that its proposal to change Article IX is the more reasonable because setting work hours is management's right, its proposal would still allow teachers to choose between two different schedules, and its proposal with respect to preparation time and the assignment of duties is more consistent with the practices in other school districts. In addition, the District contends, preparation time is a permissive, rather than mandatory, subject of bargaining. To justify the reduction of preparation time by an average of 15 minutes per day, Superintendent Snook represented that he surveyed "most" districts and found that 70% of Iowa's school districts do not provide any preparation time

for teachers. He also represented that he was informed by the IASB that no district offers as much preparation time as does Northwood-Kensett. The record includes no identification of the districts Snook surveyed, the method of survey, nor the amounts of preparation offered by which other districts. The sole exception is St. Ansgar – according to the District, St. Ansgar provides 150 minutes of preparation time per week, the amount offered in the District's proposal. The District contends that other (unnamed) districts are now omitting preparation time from their collective bargaining agreements so that they may "better manage employees' time in order to help better educate children." However, there is no specific evidence of any particular district's intent or purpose in this regard, or that any other district has eliminated preparation time after a long history, like the District's here, of providing such time.

The Association asserts that its proposal would incorporate into the collective bargaining agreement the current Faculty Handbook provision and current practice with respect to scheduled meetings and duties extending beyond the normal work day. The Association objects that the District's proposal is a drastic departure from the long-standing contractual language; creates two different "shifts" of hours which could actually complicate the scheduling of meetings; requires that all coaches with after-school duties serve on the earlier shift, which increases the work day without increasing their pay; increases the work day for all teachers by 10 minutes per day, without increasing pay; and requires building principals to become "attendance police" tracking teacher "tardies." The Association also objects that the District would decrease preparation time by an average 15 minutes per day at a time when teaching positions are being reduced and the remaining teachers will have to pick up additional classes, preparations and supervisions to cover for the cutbacks. In

addition, the District's proposal would require that teachers be assigned the enumerated "duties" during the brief unscheduled time between classes, supervisions, and preparation time. The Association contends that the District intends the 150 minutes per week to be a maximum, rather than a minimum. The Association argues that the District has shown no need for these "drastic" changes.

The District has failed to show any basis for altering the status quo with respect to the length of the school day, the amount of preparation time and its use, and the limitation of teachers with after-school supplemental responsibilities to the early schedule. The fact that the Article may incorporate matters that are permissive topics of bargaining is largely irrelevant. The fact remains that, throughout this bargaining relationship, the District has chosen to bargain over preparation time, and many years ago added a duty-free lunch to the mix. Where, as here, the District has not merely consented to bargain, but has initiated that bargaining over permissive topics, the fact that the bargaining is not mandatory does not tip the scales in favor of the District's proposal.

More important, the District's proposal would alter the terms of the teachers' employment significantly. For all teachers, the work day would increase by at least 10 minutes per day, a small daily increment but roughly an extra 30 hours over a school year. Teachers with after-school coaching and similar assignments would be required to be at work 35 minutes earlier than under the contract, roughly 105 hours of additional time over a school year. The District has offered no compensation, whether in the form of wages or some other tangible or intangible benefit, to make up for these extensions of the work day. To be sure, the District seeks to increase the efficiency and productivity of its operations, but it has failed to show how that this proposal, imposed by the arbitrator rather than

voluntarily agreed to by the parties, would accomplish that aim. In particular, there is no evidence that a two-shift schedule would benefit the District in any manner, other than to lengthen the work-day of teacher-coaches without additional compensation. There is no evidence, as opposed to general assertion, that extending the work day while reducing teachers' time for preparation will benefit either the District, the students, or the public interest overall.

Finally, the District's proposal does more than merely reduce the full-time classroom teacher's preparation time by an average 15 minutes per day; it changes the very nature of that time. The District's proposal begins by providing provide every full-time classroom teacher with "150 minutes per week during the student school day for preparation without any additional duties or meetings assigned during that time." The proposed language continues, "Preparation time for part time classroom teachers will be determined by the administration on an individual basis. Unless, the teacher is needed to fulfill a duty as stated in section 9.3 of this article - DUTIES." According to Superintendent Snook, that final incomplete sentence ("Unless, . . ."), and section 9.3, are intended to permit the District to assign teachers to perform duties enumerated in section 9.3 during their preparation time. But that clause would then permit the District to nullify the nature of preparation time ("without any additional duties or meetings assigned during that time") at will. Assuming the latter, then the District's proposal changes the status quo even more drastically than merely reducing preparation time by the 15-minute daily average.

On the other hand, the Association's final offer recognizes and acknowledges the District's interest in being able to convene teachers before and after the "normal work day." Its proposal would require teachers to attend such meetings and would add 5 minutes to

the work day on Fridays and days preceding vacations, by extending beyond the current Handbook provision the amount of time teachers must remain beyond the students' school days. While the Association also proposes to extend the teachers' right to leave early (10 minutes after the students do) to days when students are dismissed early due to inclement weather or when teachers have evening duties, the Association represents, without contradiction by the District, that this is consistent with current practice.

Because the District has failed to justify so drastic a change in the teachers' working conditions, either by business necessity or the interest of the public, or by offering a countervailing benefit to the teachers in return for this concession, and because the information about comparable communities is so indefinite as to fail to demonstrate an overriding trend to justify the alteration of long-standing practices in this District, the Association's proposed modifications to Article IX are more reasonable than the District's.

However, it is important to note that the Arbitrator makes this determination mindful of the Association's explanation of the reason behind its election to refer to "break time," rather than a "preparation period," in its final offer – the concern, based on the District's proposal and explanations during bargaining, that the administration would attempt to assign a variety of duties other than preparation for classroom tasks during teachers' preparation time. As the Association explained, the proposal to change the term in Article IX to "break time" was intended to protect that time from the assignment of duties such as those listed in the District's proposed Section 9.3. Under the current language, "preparation period" is not duty-free; it is for preparation, for the myriad tasks that good classroom teaching requires "behind the scenes.". Thus, I understand that the "break time" under the Association's final offer also is not expected to be "duty-free" (as is lunch, under Section

9.2); instead, it is to be used by teachers for the types of duties that have been performed by teachers during their "preparation period" under the 2001-2002 and previous contracts.

AWARD

For the reasons stated above and incorporated herein, the Arbitrator selects the following as the most reasonable offer of the final offers on each impasse item submitted:

1. Wages – The Association's final offer is the most reasonable.
2. Health Insurance Contribution – The Association's final offer is the most reasonable.
3. Article IX "Teaching Hours, Load and Holidays" – The Association's final offer is the most reasonable.

Respectfully submitted,



Lisa Salkovitz Kohn, Arbitrator

Attachment A

Association's Comparison Group (Athletic Conferences) Sept. 2001 Official Headcount

1	Forest City	1413.2
2	Osage	1023.0
3	Belmond-Klemme	845.1
4	Garner-Hayfield	841.3
5	Nashua-Plainfield	826.4
6	St. Ansgar	767.7
7	Lake Mills	729.4
8	West Hancock	681.8
9	Rudd-Rockford-Marble Rock	670.3
10	North Iowa	644.4
11	North Central	552.0
12	Northwood-Kensett	547.5
13	Nora Springs-Rock Falls	453.0
14	Rockwell-Swaledale	444.9
15	Riceville	437.9
16	Greene	385.4
17	Sheffield-Chapin	353.3
	Average w/o Northwood-Kensett	691.8
	Difference	-144.3

Attachment B
District's Comparison Group ("Ten Up/Ten Down")

1	Akron-Westfield	566.2
2	Boyden-Hull	564.2
3	Edgewood-Colesburg	563.2
4	Collins-Maxwell	552.5
5	Montezuma	552.5
6	Boyer Valley	552.4
7	North Central	552.0
8	East Union	549.3
9	Earlham	549.0
10	Rockwell City-Lytton	548.5
11	Northwood-Kensett	547.5
12	Van Meter	542.1
13	Coon Rapids-Bayard	541.9
14	Calamus-Wheatland	539.4
15	Rock Valley	534.6
16	Hubbard-Radcliffe	532.5
17	Treynor	531.1
18	Woodbine	530.1
19	Eastern Allamakee	530.0
20	Guttenburg	529.6
21	North Tama	528.1
	Average w/o Northwood-Kensett	544.5
	Difference	3.0

CERTIFICATE OF SERVICE

I certify that on the 1st day of May, 2002, I served the foregoing Arbitration Award upon each of the parties to this matter by mailing a copy to them by Express Mail at their respective addresses as shown below:

Joann Mackin
Uniserv Director
Iowa State Education Association
P.O. Box 402
Hampton IA 50441

Arnie Snook
Superintendent of Schools
Northwood-Kensett Community School District
1200 1st Avenue N
P.O. Box 289
Northwood, IA 50459

I further certify that on the 1st day of May, 2002, I will submit this Award for filing by mailing it to the Iowa Public Employment Relations Board, 514 East Locust, Suite 202, Des Moines, Iowa 50309.


Lisa Salkovitz Kohn
Impasse Arbitrator

Before
LISA SALKOVITZ KOHN
Interest Arbitrator

2002 MAY 24 AM 10:33
IOWA PUBLIC EMPLOYMENT
RELATIONS BOARD

In re:)
The Matter of the Interest Arbitration between)
Northwood-Kensett Community School District)
and)
Northwood-Kensett Education Association)

ORDER


The Education Association filed an Application for Order Nunc Pro Tunc, dated May 14, 2002. The School District, by its Attorney, Charles W. McManigal, has notified the Arbitrator by letter dated May 21, 2002, and in a conference call among the Arbitrator, Mr. McManigal and Mr. Hammond, the Association's attorney, that the District is not opposed to the Association's request to correct the typographical error at page 24 of the Award, and also requests that I issue the correction requested by the Association.

WHEREFORE, it is hereby ordered that page 24 of the Award dated May 1, 2002, be corrected *nunc pro tunc* to reflect that the Association's final offer included the following language (added language underlined here for reference only):

- 9.1 Teaching Load—
A. Elementary and Junior/Senior High School – Each classroom teacher shall be provided an average of forty-five (45) minutes of break time per day per 6-day cycle.

A corrected page is attached hereto as Attachment A. The Iowa Public Employment Relations Board is requested to substitute the corrected page for Page 24 in the copy of the Award previously filed in this matter.

May 21, 2002


Lisa Salkovitz Kohn
Impasse Arbitrator

- B. Preparation time: Every certified full time classroom teacher shall, in addition to the twenty (20) minute duty-free lunch break, have 150 minutes per week during the student school day for preparation without any additional duties or meetings assigned during that time. Preparation time for part time classroom teachers will be determined by the administration on an individual basis. Unless, the teacher is needed to fulfill a duty as stated in section 9.3 of this article - DUTIES.

[9.2 as in 2001-2002 contract]

- 9.3 Duties - It is recognized that the employee's professional day extends beyond student contact hours in the classroom. Within the employee's professional day, such responsibilities as additional planning and evaluation, faculty and committee meetings, parent conferences, additional professional education and other professional responsibilities will occur within the Northwood-Kensett CSD. Therefore, the administration has the right to assign duties to their employees during the work day in order to help increase the effectiveness of Northwood-Kensett CSD's total educational and organizational system.

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May 21, 2002

Page 2

CERTIFICATE OF SERVICE

Lisa Salkovitz Kohn, Interest Arbitrator and an attorney, hereby certifies that I caused copies of the foregoing Order to be served on the following persons fax and by depositing said documents in the U.S. Mail addressed to the following individuals, first class postage prepaid, before 5:00 p.m. on May 21, 2002:

Charles W. McManigal, Esq.
Laird, Heiny, McManigal, Winga, Duffy &
Stambaugh, P.L.C.
10 North Washington Avenue, Suite 300
P.O. Box 1567
Mason City, IA 50402-1567
Fax: 641-423-5310

Gerald L. Hammond, Esq.
Iowa State Education Association
777 Third Street
Des Moines, IA 50309-1301
FAX: 515-471-8017

I further certify that on the 21st day of May, 2002, I will submit this Order for filing by mailing it to the Iowa Public Employment Relations Board, 514 East Locust, Suite 202, Des Moines, Iowa 50309.

DATE: May 21, 2002 BY: Lisa S. Kohn
Lisa Salkovitz Kohn
Interest Arbitrator

2002 MAY 24 AM 10:34
IOWA PUBLIC EMPLOYMENT
RELATIONS BOARD